

1 ROBERT S. MEITUS (*Pro Hac Vice*)
2 *rmeitus@mgrfirm.com*

3 **MEITUS GELBERT ROSE LLP**

4 47 S. Meridian St., Suite 400

5 Indianapolis, Indiana, 46204

6 Telephone: +1 (317) 464-5311

7 Facsimile: +1 (317) 464-5111

8 Attorneys for Plaintiff Woolfsongs Limited

9 A. JAMES BOYAJIAN (SBN 275180)

10 *jboyajian@zuberlaw.com*

11 **ZUBER LAWLER & DEL DUCA LLP**

12 777 S. Figueroa Street, 37th Floor

13 Los Angeles, California 90017 USA

14 Telephone: +1 (213) 596-5620

15 Facsimile: +1 (213) 596-5621

16 Attorneys for Plaintiff Woolfsongs Limited

17 Edwin F. McPherson (SBN 106084)

18 *emcpherson@mcphersonrane.com*

19 Tracy B. Rane (SBN 192959)

20 *trane@mcphersonrane.com*

21 **McPHERSON RANE LLP**

22 1801 Century Park East

23 24th Floor

24 Los Angeles, CA 90067

25 Telephone: (310) 553-8833

26 Facsimile: (310) 553-9233

27 Attorneys for Defendants,

28 Shady Records, Inc., Slaughterhouse,

LLC, Joe Budden, Ryan D.

Montgomery, Dominick Wickliffe, and

Joell Ortiz

NOTE: CHANGES MADE BY THE COURT

Eduardo Martorell (SBN 240027)

emartorell@BordinMartorell.com

Bryan Swaim (SBN 289729)

bwwaim@BordinMartorell.com

BORDIN MARTORELL LLP

Howard Hughes Center

6100 Center Drive, Suite 1130

Los Angeles, CA 90045

Telephone: +1 (323) 457-2110

Facsimile: +1 (323) 457-2120

Attorneys for Defendants,

Michael Williams and Dejon Howerton

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

WOOLFSONGS LIMITED,

Plaintiff,

v.

SLAUGHTERHOUSE, et al.,

Defendants.

CASE NO. 2:15-cv-03049 TJH-JPRx

**STIPULATED PROTECTIVE
ORDER**

1 **1. PURPOSE AND LIMITS OF THIS ORDER**

2 Disclosure and discovery activity in this action may involve production of
3 confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the Parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The Parties acknowledge
7 that this Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The Parties further acknowledge, as set forth in
11 Section 11.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; L.R. 79-5 sets forth the procedures that
13 must be followed when a party seeks permission from the Court to file material
14 under seal.

15 **2. DEFINITIONS**

16 2.1. "Challenging Party" means a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2. "CONFIDENTIAL" means information (regardless of how it is
19 generated, stored or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c), namely, recording agreements, publishing
21 agreements, licensing agreements and any other private agreement, document or
22 communication of the Parties not previously disclosed to the public.

23 2.3. "Counsel" means Outside Counsel of Record and House Counsel (as
24 well as their support staff).

25 2.4. "Designating Party" means a Party or Non-Party that designates
26 information or items that it produces in disclosure or in responses to discovery as
27 "CONFIDENTIAL".
28

1 2.5. “Disclosure or Discovery Material” means all items or information,
2 regardless of the medium or manner in which it is generated, stored, or maintained
3 (including, but not limited to, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this matter.

5 2.6. “Expert” means a person with specialized knowledge or experience in a
6 matter pertinent to the litigation who has been retained by a Party or its Outside
7 Counsel of Record to serve as an expert witness or as a consultant in this action.

8 2.7. “House Counsel” means attorneys who are employees of a Party to this
9 action. House Counsel does not include Outside Counsel of Record or any other
10 outside counsel.

11 2.8. “Non-Party” means any natural person, partnership, corporation,
12 association, or other legal entity not named as a Party to this action.

13 2.9. “Outside Counsel of Record” means attorneys who are not employees
14 of a Party to this action but are retained to represent or advise a Party to this action
15 and have appeared in this action on behalf of that Party or are affiliated with a law
16 firm which has appeared on behalf of that Party.

17 2.10. “Party” means any party to this action, including all of its officers,
18 directors, employees, consultants, retained experts, and Outside Counsel of Record
19 (and their support staffs).

20 2.11. “Producing Party” means a Party or Non-Party that produces
21 Disclosure or Discovery Material in this action.

22 2.12. “Professional Vendors” means persons or entities that provide litigation
23 support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.13. “Protected Material” means any Disclosure or Discovery Material that
27 is designated as “CONFIDENTIAL.”
28

1 2.14. "Receiving Party" means a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material, but also (1) any information copied or extracted from Protected
6 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
7 and (3) any testimony, conversations, or presentations by Parties or their Counsel
8 that might reveal Protected Material. However, the protections conferred by this
9 Stipulation and Order do not cover the following information: (a) any information
10 that is in the public domain at the time of disclosure to a Receiving Party or
11 becomes part of the public domain after its disclosure to a Receiving Party as a
12 result of publication not involving a violation of this Order, including becoming part
13 of the public record through trial or otherwise; and (b) any information known to the
14 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
15 disclosure from a source who obtained the information lawfully and under no
16 obligation of confidentiality to the Designating Party. Any use of Protected Material
17 at trial shall be governed by a separate agreement or order.

18 **4. DURATION**

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees
21 otherwise in writing or a court order otherwise directs. Final disposition shall be
22 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
23 or without prejudice; and (2) final judgment herein after the completion and
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
25 including the time limits for filing any motions or applications for extension of time
26 pursuant to applicable law.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items, or oral or written
7 communications that qualify – so that other portions of the material, documents,
8 items, or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 5.2. Manner and Timing of Designations. Except as otherwise provided in
11 this Order (*see, e.g.*, Section 5.2.1 below), or as otherwise stipulated or ordered,
12 Disclosure or Discovery Material that qualifies for protection under this Order must
13 be clearly so designated before the material is disclosed or produced. Designation in
14 conformity with this Order requires:

15 5.2.1. for information in documentary form (*e.g.*, paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
18 page that contains protected material. If only a portion or portions of the material on
19 a page qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (*e.g.*, by making appropriate markings in the margins). A Party
21 or Non-Party that makes original documents or materials available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which material it would like copied and produced. During the inspection and before
24 the designation, all of the material made available for inspection shall be deemed
25 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
26 wants copied and produced, the Producing Party must determine which documents,
27 or portions thereof, qualify for protection under this Order. Then, before producing
28 the specified documents, the Producing Party must affix the “CONFIDENTIAL”

1 legend to each page that contains Protected Material. If only a portion or portions of
2 the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (*e.g.*, by making appropriate markings in the
4 margins).

5 5.2.2. for testimony given in deposition or in other discovery
6 proceedings, that the Designating Party identify on the record all protected
7 testimony and the level of protection being asserted. The Designating Party may
8 make that designation during the deposition or proceeding, or may invoke, on the
9 record or by written notice to all parties on or before the next business day, a right to
10 have up to 21 days from the deposition or proceeding to make its designation.

11 5.2.3. for information produced in some form other than documentary
12 and for any other tangible items, that the Producing Party affix in a prominent place
13 on the exterior of the container or containers in which the information or item is
14 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
15 information or item warrant protection, the Producing Party, to the extent
16 practicable, shall identify the protected portion(s).

17 5.2.4. Parties shall give advance notice if they expect a deposition or
18 other proceeding to include Protected Material so that the other Parties can ensure
19 that only authorized individuals are present at those proceedings when such material
20 is disclosed or used. The use of a document as an exhibit at a deposition shall not in
21 any way affect its designation. Transcripts containing Protected Material shall have
22 a legend on the title page noting the presence of Protected Material.

23 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive
25 the Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

All challenges to confidentiality designations shall proceed under L.R. 37-1 through L.R. 37-4.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 12 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

7.2.1. the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

7.2.2. the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” form (Exhibit A attached hereto);

7.2.3. Experts of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” form (Exhibit A attached hereto);

7.2.4. the Court and its personnel;

1 7.2.5. outside court reporters and their staff, professional jury or trial
 2 consultants, mock jurors, and Professional Vendors to whom disclosure is
 3 reasonably necessary for this litigation and who have signed the “Acknowledgment
 4 and Agreement to Be Bound” form (Exhibit A attached hereto);

5 7.2.6. during their depositions, witnesses in the action to whom
 6 disclosure is reasonably necessary and who have signed the “Acknowledgment and
 7 Agreement to Be Bound” form (Exhibit A attached hereto);

8 7.2.7. the author or recipient of a document containing the information
 9 or a custodian or other person who otherwise possessed or knew the information.

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED TO BE** 11 **PRODUCED IN OTHER LITIGATION**

12 8.1. This Order in no way excuses non-compliance with a lawful subpoena
 13 or court order. The purpose of the duties described in this Section is to alert the
 14 interested parties to the existence of this Order and to give the Designating Party an
 15 opportunity to protect its confidentiality interests in the court where the subpoena or
 16 order issued. If a Party is served with a subpoena or a court order issued in other
 17 litigation that compels disclosure of any information or items designated in this
 18 action as “CONFIDENTIAL,” that Party must:

19 8.1.1. promptly notify in writing the Designating Party. Such
 20 notification shall include a copy of the subpoena or court order;

21 8.1.2. promptly notify in writing the party who caused the subpoena or
 22 order to issue in the other litigation that some or all of the material covered by the
 23 subpoena or order is subject to this Protective Order. Such notification shall include
 24 a copy of this Stipulated Protective Order; and

25 8.1.3. cooperate with respect to all reasonable procedures sought to be
 26 pursued by the Designating Party whose Protected Material may be affected.

27 8.2. If the Designating Party timely seeks a protective order, the Party
 28 served with the subpoena or court order shall not produce any information

1 designated in this action as “CONFIDENTIAL” before a determination by the court
2 from which the subpoena or order issued, unless the Party has obtained the
3 Designating Party’s permission or the Court so orders. The Designating Party shall
4 bear the burden and expense of seeking protection in that court of its confidential
5 material – and nothing in these provisions should be construed as authorizing or
6 encouraging a Receiving Party in this action to disobey a lawful directive from
7 another court.

8 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
12 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
13 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of this Order,
15 and (d) request such person or persons to execute the “Acknowledgment and
16 Agreement to Be Bound” form (Exhibit A attached hereto);

17 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without
24 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
25 as the parties reach an agreement on the effect of disclosure of a communication or
26 information covered by the attorney-client privilege or work product protection, the
27 parties may incorporate their agreement in the stipulated protective order submitted
28

1 to the Court. No such addition will have the force or effect of a court order,
2 however, without the court's prior approval.

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4 **11. MISCELLANEOUS**

5 11.1. Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 11.2. Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence any of the material covered by this Protective Order.

12 11.3. Filing Protected Material. A Party seeking to file under seal any
13 Protected Material must comply with L.R. 79-5.

14 **12. FINAL DISPOSITION**

15 Within 60 days after the final disposition of this action, as defined in
16 paragraph 4, each Receiving Party must return all Protected Material to the
17 Producing Party or destroy such material. As used in this subdivision, "all Protected
18 Material" includes all copies, abstracts, compilations, summaries, and any other
19 format reproducing or capturing any of the Protected Material. Whether the
20 Protected Material is returned or destroyed, the Receiving Party must submit a
21 written certification to the Producing Party (and, if not the same person or entity, to
22 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
23 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
24 that the Receiving Party has not retained any copies, abstracts, compilations,
25 summaries or any other format reproducing or capturing any of the Protected
26 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
27 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
28 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney

work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, AND RESPECTFULLY SUBMITTED, BY AND THROUGH COUNSEL OF RECORD:

Dated: January 27, 2016

MEITUS GELBERT ROSE LLP
ROBERT S. MEITUS

Bv: /s/ Robert S. Meitus
Attorneys in Pro Hac Vice for Plaintiff,
Woolfsongs Limited

Dated: January 27, 2016

ZUBER LAWLER & DEL DUCA LLP
A. JAMES BOYAJIAN

Bv: /s/ A. James Boyajian
Attorneys for Plaintiff,
Woolfsongs Limited

Dated: January 27, 2016

McPHERSON RANE LLP
EDWIN F. MCPHERSON
TRACY B. RANE

Bv: /s/ Tracy B. Rane
Attorneys for Defendants,
Shady Records, Inc., Slaughterhouse,
LLC, Joe Budden, Ryan D. Montgomery,
Dominick Wickliffe, and Joell Ortiz

Dated: January 27, 2016

BORDIN MARTORELL LLP
EDUARDO MARTORELL
BRYAN SWAIM

Bv: /s/ Eduardo Martorell
Attorneys for Defendants, Michael
Williams and Deion Howerton

SO ORDERED:

1 Dated: February 1, 2016

HONORABLE JEAN P. ROSENBLUTH

2
3 

4 By: _____
MAGISTRATE JUDGE OF THE U.S. DISTRICT COURT

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type
 full address], declare under penalty of perjury that I have read in its entirety and
 understand the Protective Order that was issued by the United States District Court
 for the Central District of California on _____ [date] in the case of
Woolfsongs Limited v. Slaughterhouse, et al., Case No. 2:15-cv-03049 TJH-JPRx. I
 agree to comply with and to be bound by all the terms of this Protective Order, and I
 understand and acknowledge that failure to so comply could expose me to sanctions
 and punishment for contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Protective Order to any person
 or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing this Order, even if
 such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that on January 28, 2016, I electronically filed the foregoing **STIPULATED PROTECTIVE ORDER** with the Clerk of the Court by the CM/ECF system. I certify that said document(s) were served by means of this Court's electronic transmission of the Notice of Electronic Filing through the Court's transmission facilities, to the parties and/or counsel who are registered CM/ECF Users set forth in the service list obtained from this Court.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Yvonne Shawver